

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF ILLINOIS**

**DANA YOUNG and BRADLEY YOUNG,
on behalf of themselves and the
classes defined herein,**

Plaintiffs,

v.

**MONTERERY FINANCIAL SERVICES, INC.,
d/b/a MONTEREY COLLECTION SERVICES,**

Defendant.

Case No. 10-cv-862-DRH

ORDER

HERNDON, Chief Judge:

Before the Court is a Stipulation (Doc. 32) filed by the parties. The Stipulation states the following:

“Defendant stipulates that it will not make any offer or tender to Plaintiff Bradley Young, including but not limited to an offer pursuant to Fed. R. Civ. P. 68, that would have the effect of mooted Plaintiff's claims in this matter on behalf of the putative class defined in the Complaint. However, this stipulation does not preclude Defendant from serving a Rule 68 offer in the following circumstances: (1) If Defendant sends all counsel of record for Plaintiff an e-mail notifying Plaintiff that Defendant intends to serve a Rule 68 offer on an individual basis, then Defendant may serve such a Rule 68 offer beginning on the seventh day after the e-mail notification was sent (but not before such time); (2) Defendant may serve a Rule 68 offer on a class wide basis at any time. In consideration of the foregoing, Plaintiff stipulates to withdraw the pending motion for class certification without prejudice.”

The Court hereby **ACKNOWLEDGES** the Stipulation (Doc. 32). Pursuant to the Stipulation, Plaintiff's Motion to Certify Class (Doc. 16) is **withdrawn without prejudice**.

IT IS SO ORDERED.

Signed this 2nd day of March, 2011.

  David R. Herndon
2011.03.02 15:03:05
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**Chief Judge
United States District Court**